

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

JAMIE BAZZELL and CARISSA ALIOTO,
individually and on behalf of all other similarly
situated individuals,

Plaintiffs,

v.

BODY CONTOUR CENTERS, LLC, d/b/a SONO
BELLO,

Defendant.

CASE NO. 2:16-cv-00202 JLR

DECLARATION OF CHRISTOFER
M. PAR IN SUPPORT OF
DEFENDANT'S RESPONSE TO
PLAINTIFFS' MOTION FOR
CONDITIONAL CERTIFICATION

Noted for Consideration: May 6, 2016

I, Christofer M. Par, declare as follows:

1. I am over the age of 18 and competent to testify. My testimony herein is based on personal knowledge.

2. Body Contour Centers, LLC, ("BCC") is a closely held, Washington State Limited Liability Company, pursuant to Ch. 25.15 RCW. Its corporate headquarters are in Kirkland, Washington. BCC has no parent organization, and no other corporation (publicly held or otherwise) owns 10% or more of its units. BCC currently has 12 members, of whom I am the majority owner and Manager.

3. Attached hereto as Exhibit 1 is a true and correct copy of the most recent Amended and Restated Limited Liability Company Agreement for Body Contour Centers, LLC,

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TO PLAINTIFFS' MOTION FOR CONDITIONAL
CERTIFICATION - 1

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1 4. BCC, holds the rights to the trade name, "Sono Bello." BCC licenses that name
2 to other companies to do business as "Sono Bello."

3 5. I am not and never have been licensed to practice medicine; I do not practice
4 medicine and never have.

5 6. Pursuant to a Management Services Agreement ("MSA"), a true and correct copy
6 of which is attached hereto as Exhibit 2, BCC is contracted by Aesthetics Physicians, P.C., an
7 Arizona professional corporation ("Medical Group"), to provide all management and support
8 services necessary and appropriate for the Medical Group's provision of professional services
9 (i.e., elective, cosmetic, surgical and non-surgical procedures) in various locations leased by
10 BCC. The Medical Group is licensed under the MSA to use "Sono Bello" as its practice name.
11 Exhibit 2, Section 5.1.

12 7. Under the MSA, BCC is responsible to provide the Medical Group with all non-
13 professional (i.e., non-medical) services, including management, administration, facilities, and
14 support services. Support services include marketing:

15 3.9 Other Services; Marketing; Signage. Medical Group may
16 authorize Company to provide or arrange for additional services by
17 separate written agreement, which additional services shall be paid
18 as Practice Expenses. Company shall establish and implement a
19 marketing, advertising and public relations program promoting
20 Medical Group's provision of Professional Services, which shall
21 include a call center services component, subject to Medical
22 Group's on-going supervision and final approval, as reflected by
23 Medical Group's acceptance of separate written agreements
between the parties or with third parties for such matters; provided
that (i) such additional services are reasonable and necessary for
the Medical Group's provision of professional Services in the
Premises, (ii) the obligation for such services will not survive the
termination of this Agreement, and (iii) any obligation to the
Company or its affiliates for such services shall be approved by the
Medical Group in advance.

24 8. BCC is not responsible for the professional staff of the Medical Group, and the
25 Medical Group is not responsible for the non-professional staff of BCC:

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27 DECLARATION OF CHRISTOFER M. PAR
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1 3.8.3. Employment Decisions. Company shall have sole authority
2 and responsibility for the employment, supervision, and/or
3 termination of any Non-Professional Personnel. Company shall
4 have no responsibility for the employment, supervision, and/or
5 termination of any Physicians or Professionals, all of which shall
6 be the sole authority and responsibility of Medical Group. . .

7 9. BCC facilities are located in Bellevue and Tacoma, Washington; Beverly Hills,
8 Sacramento, and San Diego, California; Chicago, Illinois; Cincinnati and Cleveland, Ohio;
9 Edina, Minnesota; Greenwood, Colorado; Houston, Texas; Overland Park, Kansas; Portland,
10 Oregon; Salt Lake City, Utah; Scottsdale, Arizona; and St. Louis, Missouri (16 locations, not
11 including BCC's corporate headquarters in Kirkland).

12 10. Under the MSA, BCC does not engage in the practice of medicine and is not
13 responsible for the Medical Group's provision of medical services:

14 4.3 Practice of Medicine/Supervision. At all times during the
15 Term, each Physician and Professional retained by Medical
16 Services to provide Professional Services shall be duly licensed in
17 good standing and authorized practice within their respective scope
18 of licensure in the state in which the Premises are located. Each
19 such Physician and Professional shall provide medical or other
20 licensed services for the Practice at the Premises in accordance
21 with the professional medical standards of local community.
22 Medical Group shall require each Physician and Professional
23 providing such Professional Services be responsible to ensure that
24 all Professional Services conducted at the Practice are conducted in
25 compliance with applicable laws and regulations pertaining to the
26 Practice and the practice of medicine. At all times during the Term,
27 there will be no revocation, restriction, voluntary relinquishment
under threat of revocation, probation or sanction imposed with
respect to any license, permit or authority issued to any Physician
or Professional providing Professional Services at the Premises by
any state or federal agency; and no any Physician or Professional
providing Professional Services shall be suspended, placed on
probation, excluded, delisted or prohibited from participating in
any licensure, payment or reimbursement program or unable to
practice at the Premises.

11. Patient care consultants are "non-professional," that is non-medical, employees of
BCC, and are part of the marketing services BCC provides to the Medical group. They meet

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1 with potential patients and market the Medical Group's professional services, which include
2 tumescent liposuction, laser lipolysis, and VelashapeTM contouring.

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4 12. The job duties of the patient care consultants are primarily defined in position
5 descriptions, a true and correct copy of which is attached hereto as Exhibit 3.

6 13. Appointments are scheduled throughout the day at BCC facilities, and during
7 these appointments, patient care consultants try to ascertain from potential patients what their
8 needs are, advise patients about available procedures, screen patients for suitability to undergo
9 certain procedures based on a set of criteria established by the Medical Group, advise about the
10 various risks and benefits associated with the procedures, discuss financing options with the
11 patient, provide the patient with intake forms and explain such forms, and arrange for after-care
12 and transportation, among other consultative services.

13 14. Patient care consultants usually perform these job duties from within BCC's
14 facilities, however, some consultants are required to travel to different clinics to perform these
15 job duties. So-called "traveling" patient care consultants do not work out of a specific location,
16 and for administrative purposes, are assigned to the corporate office in Kirkland.

17 15. All patient care consultants employed by BCC are paid a base salary of about
18 \$50,000 per year, plus a bonus amount that is based on sales. Over the course of a year, if a
19 patient care consultant is meeting performance expectations, her bonus will far exceed her base
20 salary. Thus, patient care consultants typically make well over \$100,000 per year – those who
21 do not are not performing in a satisfactory manner, and they either quit, or failing improvement,
22 are let go.

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1 I certify under penalty of perjury under the laws of the State of Washington that the
2 foregoing is true and correct.

3 DATED in Kirkland, Washington, this 2nd day of May, 2016.
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Christopher M. Par
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27 DECLARATION OF CHRISTOFER M. PAR
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